

CONTRACT #2
RFS # 331.01-003
FA-06-16384-03

Department of Education

VENDOR:
Council of Chief State School
Officers (CCSSO)



PHIL BREDESEN
GOVERNOR

STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
6th FLOOR, ANDREW JOHNSON TOWER
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-0375

LANA C. SEIVERS, Ed.D.
COMMISSIONER
RECEIVED

JAN 03 2008

TO: James White, Executive Director, Fiscal Review Committee

FROM: Lana C. Seivers, Commissioner

FISCAL REVIEW

DATE: December 20, 2007

RE: Request to appear before Fiscal Review Committee regarding Non-Competitive Amendment to Contract FA-06-16384-00

Please consider the enclosed Request for Non Competitive Amendment to contract FA-06-16384-00. The proposed amendment effective date is less than sixty (60) days from the submission of this request due to the following:

- The Department has been searching for a viable candidate to assume the role of Chief Information Operator (CIO) currently being filled by departmental consultant Rick Rozzelle. It took time to find a CIO candidate due to experience and familiarity needed with current departmental projects related to Council of Chief State School Officers (CCSSO).
- The Department has been meeting in regards to budgeting funds for both a CCSSO contract and CIO employee component. Several items are paid out through this funding stream and all monies had to be properly allocated.
- The Department changed personnel, in regards to the CCSSO contract initiator and current programmer.

The CIO components to the contract are currently being provided by Rick Rozzelle through this contract with the CCSSO. The development and implementation of a State Longitudinal Data System has been made possible with his assistance. The development of this system is a direct result of his expertise between CCSSO and the Tennessee Department of Education. The proposed contract creates a smooth transition from departmental consultant, Mr. Rozzelle, to the new CIO who will work with the State to continue additional development and continued services of the State Longitudinal Data System.

With proper funding and the department employment of a CIO the working relationship between the Department and CCSSO will be maintained. The hope is to avoid training issues and allow for a well developed project to continue with few growing pains. Ultimately, by accomplishing these tasks the State Longitudinal Data System will be able to carry on with accurate data results.

Thank you for your consideration of the Department's amendment request.

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

RECEIVED

JAN 03 2008

Commissioner of Finance & Administration

Date:

FISCAL REVIEW

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #	331.01-003-06	
2) State Agency Name :	Department of Education	
EXISTING CONTRACT INFORMATION		
3) Service Caption :	Service of a Chief Information Officer (CIO) to support the State's Decision Support Architecture Consortium (DSAC)	
4) Contractor :	Council of Chief State School Officers (CCSSO)	
5) Contract #	FA-06-16384-00	
6) Contract Start Date :	July 01, 2005	
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2006	
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$280,993.00	
PROPOSED AMENDMENT INFORMATION		
9) <u>Proposed</u> Amendment #	03	
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)	January 01, 2008	
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	January 31, 2009	
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$536,908.00	
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :		
The proposed amendment will extend the contract end date until January 31, 2009 and increase the maximum liability by \$255,975.00. The proposed increase in funding and time will allow for the following: <ul style="list-style-type: none"> Transition the role of CIO over to new full-time CIO two days per week until transition is completed. Transition will include one month of overlap time, which will occur March 2008. 		

- Assist with managing the State Longitudinal Data System (SLeDS) efforts.
- Assist with oversight of the EIS re-write of the data validation engine.
- Provide guidance and advice regarding technical issues to the CIO.
- Provide assistance as requested by the Deputy Commissioner, CIO and/or Data Quality Manager.

The proposed increase in funding and time will also allow for the Contractor to support the current SLeDS Data Warehouse by the following:

- Resolve problems with the application software.
- Add new data elements and tables.
- Revise business rules for data transfer.
- Create new business rules for data transfer.
- Add new tables.
- Add/revise reports.
- Review reports for accuracy.
- Maintain the data dictionary.
- Train users and other support staff.
- Participate in TEA conference calls.
- Respond to help desk tickets.

15) Explanation of Need for the Proposed Amendment :

To continue to provide guidance and services until a new full-time CIO can be trained and hired.

16) Name & Address of Contractor's Current Principal Owner(s) :

(not required if proposed contractor is a state education institution)

Council of Chief State School Officers
One Massachusetts Avenue NW
Suite 700
Washington DC 20001-1431

17) Documentation of Office for Information Resources Endorsement :

(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

18) Documentation of Department of Personnel Endorsement :

(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

19) Documentation of State Architect Endorsement :

(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

No other effort was made to procure this service elsewhere as the DSAC was established by the CCSO. The CIO services are in conjunction with meeting the goals and recommendations as defined in the DSAC plan, a copy of which is available upon request.

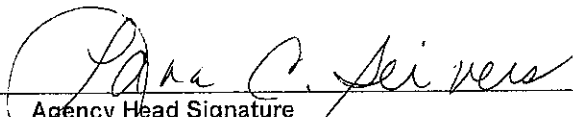
21) Justification for the Proposed Non-Competitive Amendment :

Based on CCSO/CELT's extensive work with the Decision Support Architecture Consortium (DSAC), prior analysis and assessment of the Department's data systems infrastructure, and the expertise of the staff, it was in the best interest of the State to utilize the resource to define and establish a new CIO position for the Department to coordinate and manage technology projects and the

organization's efforts.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)


Agency Head Signature

12-21-07
Date

**AMENDMENT THREE
TO FA-06-16384-00**

This Contract Amendment is made and entered by and between the State of Tennessee, DEPARTMENT OF EDUCATION, hereinafter referred to as the "State" and COUNCIL OF CHIEF STATE SCHOOL OFFICERS, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The following provision is added as Contract Section A.14.

A.14. The Contractor will provide Chief Information Officer (CIO) support services to the State to include the following.

- Transition the role of CIO over to new full-time CIO two days per week until transition is completed. Transition will include one month of overlap time, which will occur March 2008.
- Assist with managing the SLeDS efforts.
- Assist with oversight of the EIS re-write of the data validation engine.
- Provide guidance and advice regarding technical issues to the CIO.
- Provide assistance as requested by the Deputy Commissioner, CIO and/or Data Quality Manager.

2. The following provision is added as Contract Section A.15.

A.15. Starting in January 2008 the Contractor will support the current SLeDS Data Warehouse offsite two days per week and onsite two days a month for a total of ten days per month by completing the following tasks:

- Resolve problems with the application software.
- Add new data elements and tables.
- Revise business rules for data transfer.
- Create new business rules for data transfer.
- Add new tables.
- Add/revise reports.
- Review reports for accuracy.
- Maintain the data dictionary.
- Train users and other support staff.
- Participate in TEA conference calls.
- Respond to help desk tickets.

3. The text of Contract Section B.1. is deleted in its entirety and replaced with the following:

This Contract shall be effective for the period commencing on July 1, 2005 and ending on January 31, 2009. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

4. The text of Contract Section C.1. is deleted in its entirety and replaced with the following:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Five Hundred Thirty-Six Thousand Nine Hundred Eight Dollars and No Cents (\$536,908.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

5. The following provision is added to Contract Section C.3.

Service Unit/Milestone	Amount
CIO Support Services A.14.	\$8,453.00* per month for 13 months * add \$4,620.00 for one month of overlap services
Support the Current SLeDS Data Warehouse A.15.	\$10,882.00 per month for 13 months

The revisions set forth herein shall be effective January 1, 2008. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

COUNCIL OF CHIEF STATE SCHOOL OFFICERS:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY

DATE

DEPARTMENT OF EDUCATION:

LANA C. SEIVERS, COMMISSIONER

DATE

APPROVED:

M.D. GOETZ, JR., COMMISSIONER

DATE

DEBORAH E. STORY

DATE

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

Revised CONTRACT SUMMARY SHEET

06/18/07

RFS #	Contract #
331.01-003-06	FA-06-16384-02
State Agency	State Agency Division
Department of Education	Administration
Contractor Name	Contractor ID # (FEIN or SSN)
COUNCIL OF CHIEF STATE SCHOOL OFFICERS	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- V530198090-00

RECEIVED

JAN 03 2008

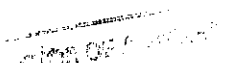
FISCAL REVIEW

Service Description			
Management Information			
Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
July 01, 2005	June 30, 2008	Vendor	See Supplement Form

Mark, if Statement is TRUE					
<input checked="" type="checkbox"/> Contractor is on STARS as required			<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts as required		
Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
331.01	VAR	083	25	N/A	N/A
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006	\$105,000.00	\$0.00	\$0.00	\$0.00	\$105,000.00
2007	\$0.00	\$140,000.00	\$0.00	\$0.00	\$140,000.00
2008	\$0.00	\$35,933.00	\$0.00	\$0.00	\$35,933.00
OCR RELEASED JUN 21 2007 TO ACCOUNTS					
TOTAL:	\$105,000.00	\$175,933.00	\$0.00	\$0.00	\$280,933.00

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	John Sharp - 615-532-1658
2006	\$105,000.00	\$0.00	State Agency Budget Officer Approval
2007		\$140,000.00	John Sharp August 14, 2006
2008		\$35,933.00	Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL:	\$105,000.00	\$175,933.00	
End Date:	6/30/2006	6/30/2008	

Contractor Ownership			
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> NOT minority/disadvantaged
<input type="checkbox"/> OTHER minority/disadvantaged—			
Contractor Selection Method			
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method	
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Government	<input type="checkbox"/> Other	

Procurement Process Summary
Contract was awarded through RFP process.
<div style="text-align: center;"> JUN 29  </div>

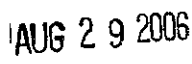
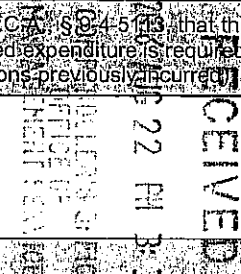
 OCR
 JUN 20 2007

RECEIVED

CONTRACT SUMMARY SHEET

8-8-05

RFS #				Contract #			
331.01-003-06				FA-06-16384-02			
State Agency				State Agency Division			
Department of Education				Administration			
Contractor Name				Contractor ID # (FEIN or SSN)			
COUNCIL OF CHIEF STATE SCHOOL OFFICERS				<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- V530197094-00			
Service Description							
Management Information							
Contract Begin Date		Contract End Date		SUBRECIPIENT or VENDOR?		CFDA #	
July 01, 2005		June 30, 2008		Vendor		See Supplement Form	
Mark, if Statement is TRUE							
<input checked="" type="checkbox"/> Contractor is on STARS as required				<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts as required			
Allotment Code		Cost Center		Object Code		Fund	
331.01		VAR		083		25	
Funding Grant Code		Funding Subgrant Code		Funding Grant Code		Funding Subgrant Code	
N/A		N/A		N/A		N/A	
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount		
2006	\$105,000.00	\$0.00	\$0.00	\$0.00	\$105,000.00		
2007	\$0.00	\$140,000.00	\$0.00	\$0.00	\$140,000.00		
2008	\$0.00	\$35,933.00	\$0.00	\$0.00	\$35,933.00		
TOTAL		\$105,000.00	\$175,933.00	\$0.00	\$0.00	\$280,933.00	

COMPLETE FOR AMENDMENTS ONLY			State Agency Fiscal Contact & Telephone #	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	John Sharp - 615-532-1658	
2006	\$105,000.00	\$0.00	State Agency Budget Officer Approval	
2007		\$140,000.00	John Sharp June 27, 2006	
2008		\$35,933.00		
Funding Certification (certification required by T.C.A. § 24-5-123 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)				
TOTAL			<div style="text-align: center;">   </div>	
End Date	6/30/2006	6/30/2008		

Contractor Ownership				
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT minority/disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged	
Contractor Selection Method				
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method		
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Government	<input type="checkbox"/> Other		
Procurement Process Summary				
A.1. The Grantee shall plan, coordinate, and implement professional development activities for Tennessee Technology Student Association. A.2. The Grantee will provide a yearly report to the Secondary Director on the progress of the program as defined by the objectives and activities. A.3. The Grantee agrees to participate at Regional and State Conference and will assist will preparation with National meetings.				



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Rep. Charles Curtiss, Chairman
Representatives

Harry Brooks
Curt Cobb
Dennis Ferguson
Frank Niceley
Craig Fitzhugh, *ex officio*
Speaker Jimmy Naifeh, *ex officio*

Mary Pruitt
Donna Rowland
David Shepard
Curry Todd

Sen. Don McLeary, Vice-Chairman
Senators

Mae Beavers
Jim Bryson
Steve Cohen
Douglas Henry, *ex officio*
Lt. Governor John S. Wilder, *ex officio*

David Fowler
Steve Southerland

M E M O R A N D U M

TO: The Honorable Dave Goetz, Commissioner
Department of Finance and Administration

FROM: Charles Curtiss, Chairman
Don McLeary, Vice-Chairman

DATE: July 31, 2006

SUBJECT: **Contract Comments**
(Contract Services Subcommittee Meeting 6/20/06)

RFS# 331.01-003

Department: Education

Contractor: Council of Chief State School Officers

Summary: This vendor currently provides the services of a chief information officer (CIO). This amendment will allow the current vendor to work with the new full-time CIO. This amendment increases the maximum liability by \$175,933 and extends the current contract for two additional years, with the option to extend in one-year increments up to a total of five years.

Maximum liability: \$105,000

Maximum liability with amendment: \$280,933

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: The Honorable Lana Seivers, Commissioner, Department of Education
Mr. Robert Barlow, Director, Office of Contracts Review



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

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Curt Cobb	Donna Rowland
Dennis Ferguson	David Shepard
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Craig Fitzhugh, <i>ex officio</i>	
Speaker Jimmy Naifeh, <i>ex officio</i>	

Sen. Don McLeary, Vice-Chairman

Senators

Mae Beavers	David Fowler
Jim Bryson	Steve Southerland
Steve Cohen	
Douglas Henry, <i>ex officio</i>	
Lt. Governor John S. Wilder, <i>ex officio</i>	

M E M O R A N D U M

TO: The Honorable Dave Goetz, Commissioner
Department of Finance and Administration

FROM: Charles Curtiss, Chairman
Don McLeary, Vice-Chairman

DATE: June 21, 2006

SUBJECT: Contract Comments
(Contract Services Subcommittee Meeting 6/20/06)

RFS# 331.01-003

Department: Education

Contractor: Council of Chief State School Officers

Summary: This vendor currently provides the services of a chief information officer (CIO). This amendment will allow the current vendor to work with the new full-time CIO. This amendment increases the maximum liability by \$175,933 and extends the current contract for two additional years, with the option to extend in one-year increments up to a total of five years.

Maximum liability: \$105,000

Maximum liability with amendment: \$280,933

After review, the Contract Services Subcommittee voted to recommend approval of the contract amendment. The Fiscal Review Committee did not act on the recommendation due to lack of a quorum.

cc: The Honorable Lana Seivers, Commissioner, Department of Education
Mr. Robert Barlow, Director, Office of Contracts Review



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Rep. Charles Curtiss, Chairman
Representatives

Harry Brooks	Mary Pruitt
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Lt. Governor John S. Wilder, <i>ex officio</i>	

June 21, 2006

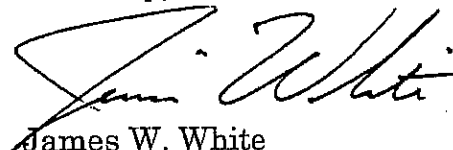
The Honorable Dave Goetz
Commissioner
Department of Finance & Administration
State Capitol, First Floor
Nashville, Tennessee 37243

Dear Commissioner Goetz:

Attached are memos summarizing the action of the Contract Services Subcommittee on non-competitive contracts considered at its June 20 meeting. Due to lack of a quorum, the full Fiscal Review Committee did not act on these recommendations. At the recommendation of Chairman Curtiss, the Committee directed that I forward to you these memos of the Subcommittee's action. The Subcommittee's recommendations will be considered by the full Committee at its next regular meeting on July 12, 2006.

If you have any questions, please let me know.

Sincerely,


James W. White
Executive Director

cc: Mr. Robert Barlow, Director, Office of Contracts Review

REQUEST: NON-COMPETITIVE AMENDMENT

RECEIVED

APPROVED

MAY 23 2006

FISCAL REVIEW

Commissioner of Finance & Administration

Date:

COPY

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #	331.01-003-06	
2) State Agency Name :	Department of Education	
EXISTING CONTRACT INFORMATION		
3) Service Caption :	Services of a Chief Information Office (CIO) to support the State's Decision Support Architecture Consortium (DSAC)	
4) Contractor :	Council of Chief State School Officers	
5) Contract #	FA-06-16384-00	
6) Contract Start Date :	July 01, 2005	
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2006	
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$105,000.00	
PROPOSED AMENDMENT INFORMATION		
9) <u>Proposed</u> Amendment #	02	
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)	July 01, 2006	
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2008	
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$280,933.00	
13) Approval Criteria : (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :		
The proposed amendment will extend the contract end date until June 30, 2008 and increase the maximum liability by \$175,933.00 over the remaining two years of the contract. The proposed increase in funding and time will allow for a maximum of 131 days of Chief Information Officer services. These services will provide the oversight and management of the following deliverables: (Deliverables are separated into phases of the Longitudinal Data System grant as further defined in answer to questions 15 and 21)		

Phase I – Approximately 51 days @\$1343.00 per day - \$ 68,493.00

- a. Development of RFP for data collection tools
- b. Written recommendations and consultation services for selection of data collection vendors
- c. Identification of specifications and design for the collection process
- d. Pilot district(s) in production for data collection
- e. Data collection pilot assessment and written determination of next steps.
- f. Written plan for rollout of the Data Collection Toolset

Phase II – Approximately 30 days @\$1343.00 per day - \$ 40,290.00

- a. Identification of business requirements for reporting tools
- b. Identification of business requirements for reporting tools
- c. Development of RFP for reporting tools and production environment
- d. Written recommendation for selection of data reporting tools and/or structure
- e. Installation of reporting software
- f. Written technical specifications for reports
- g. Written design specifications for reports
- h. Deliverable of first set of reports

Phase III – Approximately 50 days @ \$1343.00 per day – \$67,150.00

- a. Development of data warehouse scope document
- b. Written copy of data warehouse requirements for RFP for internal development.
- c. Participation in the selection of vendor(s) and installation of data warehouse components
- d. State implements Data Warehouse
- e. Development of data loading plans
- f. Provide training on metadata and BI reporting tools.

The additional deliverables were identified as a result of the State's receipt of the Longitudinal Data System grant award from the US Department of Education in December 2005 which is further defined in response to Question 15 below. All days of service are included in the maximum liability of this contract and if hours are not used during the specified phase, they will roll forward to the next phase of the project.

15) Explanation of Need for the Proposed Amendment :

The goal of the USDOE is to have a seamless data system from the school secretary's desk to the desk of the Secretary of Education. In order for this to happen in TN, it was clear when the current administration arrived in 2003, that the redundant data collections among all agencies within the Department, lack of or inadequate data quality, and lack of data governance and policies had to be addressed. The existing and emerging technologies of today would allow the Department to build an efficient and effective data collection/analysis/reporting/storage architecture and procedures to meet the goal of the USDOE, address the TNDOE issues aforementioned, and reduce the burden on the LEAs. Most importantly, this work would allow us to build a DSS that would inform practice and help teachers teach and children learn.

Because this was a national problem, the CCSO formed a Decision Support Architecture Consortium (DSAC) and invited states to participate. After evaluating the Consortium, the Department opted to participate in this process. We were one of 27 states to take advantage of the Consortium work. Through DSAC, data architectures and engineers served as consultants and assigned to each state. Mr. Rozzelle was assigned as one of our consultants. The consultants helped states assess and analyze needs and build a Decision Support Architecture Plan (DSAP) for the state agency to achieve its goals.

Upon completion of the plan, the Commissioner and senior leadership of the Department adopted our DSAP as one of its 5 strategic plan goals for 100 percent implementation within 5 years. We are in year 3 and have completed approximately 75 percent of the implementation.

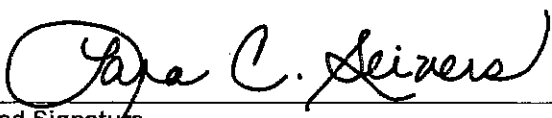
In July 2005, USDOE announced 25 million dollars in competitive Longitudinal Data System (LDS) grants to help states achieve the seamless data system vision, help states improve student achievement through the ability to use data-driven decision making, and to improve the quality of data provided for all consumers of our education data.

Through this amendment, the Department will be able to continue Mr. Rozzelle's services through the end of the LDS grant period and allow for a transition period of training for a new CIO. It is the Department's intent to fill a permanent CIO position within the next 12 months.

16) Name & Address of Contractor's Current Principal Owner(s) :

(not required if proposed contractor is a state education institution)

One Massachusetts Avenue NW
Suite 700
Washington DC 20001 - 1431

17) Documentation of Office for Information Resources Endorsement : (required <u>only</u> if the subject service involves information technology)		
select one:	<input checked="checked" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
18) Documentation of Department of Personnel Endorsement : (required <u>only</u> if the subject service involves training for state employees)		
select one:	<input checked="checked" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
19) Documentation of State Architect Endorsement : (required only if the subject service involves construction or real property related services)		
select one:	<input checked="checked" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :		
No other effort was made to procure this service elsewhere as the DSAC was established by the Council of Chief State School Officers (CCSSO). The CIO services are in conjunction with meeting the goals and recommendations as defined in the DSAC plan, a copy of which is available upon request.		
21) Justification for the Proposed Non-Competitive Amendment :		
<p>The CIO (Mr. Rick Rozzelle) has been providing directions, facilitation, and oversight for all projects and processes supporting the Department of Education's Decision Support System. Mr. Rozzelle participated as an original member of the assessment team and consultant for the Decision Support Architecture work for the Department which was completed as a part of the Decision Support Architecture Consortium of the Council of Chief State School Officers.</p> <p>Mr. Rozzelle was instrumental in the writing of the grant application for the Longitudinal Data System on behalf of the Department. His institutional knowledge and familiarity with the existing and planned data systems, policies, and procedures within the Department will expedite the development and implementation of the \$3.2 million Longitudinal Data System project and insure the timely completion of the entire Decision Support Plan for the Department. The purchase of additional hours of consultation is necessary for the successful creation and implementation of the longitudinal data system as part of the implementation of the Decision Support System for the Department of Education. The Department is currently in the final stages of Phase I of the project. This additional time will provide the time necessary for Mr. Rozzelle to work with the Department to ensure the completion of Phase II and Phase III of the three phase project plan by the end of the grant period.</p>		
REQUESTING AGENCY HEAD SIGNATURE & DATE : (must be signed & dated by the <u>ACTUAL</u> procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  </div> <div style="text-align: center;"> <p>5-19-06</p> </div> </div>		
Agency Head Signature		Date

RECEIVED

MAY 23 2006

FISCAL REVIEW



STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
6th FLOOR, ANDREW JOHNSON TOWER
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-0375

PHIL BREDESEN
GOVERNOR

LANA C. SEIVERS, Ed.D.
COMMISSIONER

TO: Ms. Leni Chick, Fiscal Review
FROM: Lana C. Seivers, Commissioner *LCS pdl*
DATE: May 19, 2006
RE: Request to appear before Fiscal Review Committee

Please consider the enclosed Request for Non Competitive Amendment to contract FA-06-16384-00/01. It is the Department's wish to appear before the next scheduled Fiscal Review Committee for comment.

The proposed amendment would allow for the addition of two years to the contract with an increase of \$175,933.00 which would bring the total maximum liability of the contract through June 30, 2008 to \$280,933.00.

The Chief Information Officer services that are currently being provided through this contract with the Council of Chief State School Officers are imperative to the completion of the development and implementation of a State Longitudinal Data System. The need for the development of this system is a direct result of a grant awarded to Tennessee by the US Department of Education in December 2005.

The proposed amendment will allow for a maximum of one hundred thirty one (131) days of on site services from Mr. Rick Rozzelle. Mr. Rozzelle has been working with the State through the development of this grant application as well as some initial start up work on the project and his continued services will ensure its timely and accurate completion.

Thank you for your consideration of the Department's amendment request.

RECEIVED

MAY 23 2006



COPY **CAL REVIEW**

PHIL BREDESEN
GOVERNOR

STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
6th FLOOR, ANDREW JOHNSON TOWER
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-0375

LANA C. SEIVERS, Ed.D.
COMMISSIONER

TO: Mr. Robert Barlow, Office of Contracts Review

FROM: Lana C. Seivers, Commissioner

DATE: May 19, 2006

RE: Late submission of Request for Non-Competitive Contract

Please consider the enclosed Request for Non Competitive Amendment to contract FA-06-16384-00/01. The proposed amendment effective date is less than sixty (60) days from the submission of this request due to the following:

- The Department has been defining the most reasonable amount of time required to complete the project that was identified through the receipt of the Longitudinal Data System award.
- The Department has been negotiating the costs for these days of service to keep the rate consistent for the life of the proposed amendment.
- The Department has been considering and researching the possibility of employing a full time CIO to provide these services.

The proposed amendment would allow for the addition of two years to the contract with an increase of \$175,933.00 which would bring the total maximum liability of the contract through June 30, 2008 to \$280,933.00.

The Chief Information Officer services that are currently being provided through this contract with the Council of Chief State School Officers are imperative to the completion of the development and implementation of a State Longitudinal Data System. The need for the development of this system is a direct result of a grant awarded to Tennessee by the US Department of Education in December 2005.

The proposed amendment will allow for a maximum of one hundred thirty one (131) days of on site services from Mr. Rick Rozzelle. Mr. Rozzelle has been working with the State through the development of this grant application as well as some initial start up work on the project and his continued services will ensure its timely and accurate completion.

It is the Department's intent to employ a full time CIO within the course of the next twelve (12) months which would allow for a transition from Mr. Rozzelle to the newly hired CIO during the Data System development. The hope is to avoid training issues at the end of the federal grant period and allow for a well developed project to continue with few growing pains.

Thank you for your consideration of the Department's amendment request.

**AMENDMENT # 02
TO CONTRACT FA-06-16384-00**

This Contract, by and between the State of Tennessee, DEPARTMENT OF EDUCATION, hereinafter referred to as the State, and COUNCIL OF CHIEF STATE SCHOOL OFFICERS, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Add the following to Section A:

A.13. The Contractor will provide a maximum of one hundred thirty one (131) days of CIO services for the oversight and management of the creation and implementation of the State Longitudinal Data System. The development of this system is broken down into the following phases:

a. Phase I – Approximately 51 days of services

- Development of RFP for data collection tools
- Written recommendations and consultation services for selection of data collection vendors
- Identification of specifications and design for the collection process
- Pilot district(s) in production for data collection
- Data collection pilot assessment and written determination of next steps.
- Written plan for rollout of the Data Collection Toolset.

b. Phase II – Approximately 30 days of service

- Identification of business requirements for reporting tools
- Identification of business requirements for reporting tools
- Development of RFP for reporting tools and production environment
- Written recommendation for selection of data reporting tools and/or structure
- Installation of reporting software
- Written technical specifications for reports
- Written design specifications for reports
- Deliverable of first set of reports

c. Phase III – Approximately 50 days of service

- Development of data warehouse scope document
- Written copy of data warehouse requirements for RFP for internal development.
- Participation in the selection of vendor(s) and installation of data warehouse components
- State implements Data Warehouse
- Development of data loading plans
- Provide training on metadata and BI reporting tools.

2. Delete Section B.1. in its entirety and replace with the following:

B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2005 and ending on June 30, 2008. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

3. Delete Section C.1. in its entirety and replace with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Hundred Eighty Thousand Nine Hundred Thirty Three Dollars and No Cents (\$280,933.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs

incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

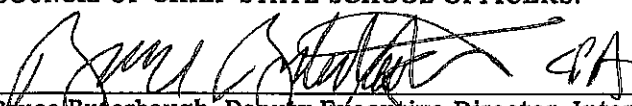
4. Add the following to Section C.3.

SERVICE UNIT/MILESTONE	AMOUNT
Maximum 131 days of on site consultation services for the management of the development of the State Longitudinal Data System (1 day = 8.0 hours)	\$1363.00 per day – upon approval and confirmation of the State.

The other terms and conditions of this CONTRACT not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

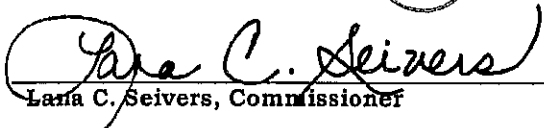
COUNCIL OF CHIEF STATE SCHOOL OFFICERS:


Bruce Butlerbaugh, Deputy Executive Director, Internal
Support & Operations

Date

6/22/06

DEPARTMENT OF EDUCATION:



Lana C. Seivers, Commissioner

Date

6-27-06

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:


M. D. Goetz, Jr., Commissioner

Date

AUG 22 2006

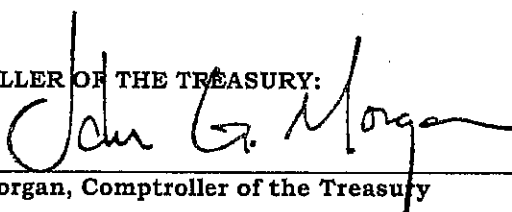
DEPARTMENT OF PERSONNEL:

NOT APPLICABLE

Nat E. Johnson, Acting Commissioner

Date

COMPTROLLER OF THE TREASURY:


John G. Morgan, Comptroller of the Treasury

Date

8/24/06

REQUEST: NON-COMPETITIVE AMENDMENT

CH 06
#363

R-25-05

APPROVED

[Signature]

Commissioner of Finance & Administration

Date: 6-22-06

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #	331.01-003-06		
2) State Agency Name :	Department of Education		
EXISTING CONTRACT INFORMATION			
3) Service Caption :	Services of a Chief Information Office (CIO) to support the State's Decision Support Architecture Consortium (DSAC)		
4) Contractor :	Council of Chief State School Officers		
5) Contract #	FA-06-16384-00		
6) Contract Start Date :	July 01, 2005		
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2006		
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$105,000.00		
PROPOSED AMENDMENT INFORMATION			
9) <u>Proposed</u> Amendment #	02		
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)	July 01, 2006		
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2008		
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$280,933.00		
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service		
14) Description of the Proposed Amendment Effects & Any Additional Service :			
The proposed amendment will extend the contract end date until June 30, 2008 and increase the maximum liability by \$175,933.00 over the remaining two years of the contract. The proposed increase in funding and time will allow for a maximum of 131 days of Chief Information Officer services. These services will provide the oversight and management of the following deliverables: (Deliverables are separated into phases of the Longitudinal Data System grant as further defined in answer to questions 15 and 21)			

JUN 26 2006

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Phase I – Approximately 51 days @\$1343.00 per day - \$ 68,493.00

- a. Development of RFP for data collection tools
- b. Written recommendations and consultation services for selection of data collection vendors
- c. Identification of specifications and design for the collection process
- d. Pilot district(s) in production for data collection
- e. Data collection pilot assessment and written determination of next steps.
- f. Written plan for rollout of the Data Collection Toolset

Phase II – Approximately 30 days @\$1343.00 per day - \$ 40,290.00

- a. Identification of business requirements for reporting tools
- b. Identification of business requirements for reporting tools
- c. Development of RFP for reporting tools and production environment
- d. Written recommendation for selection of data reporting tools and/or structure
- e. Installation of reporting software
- f. Written technical specifications for reports
- g. Written design specifications for reports
- h. Deliverable of first set of reports

Phase III – Approximately 50 days @ \$1343.00 per day – \$67,150.00

- a. Development of data warehouse scope document
- b. Written copy of data warehouse requirements for RFP for internal development.
- c. Participation in the selection of vendor(s) and installation of data warehouse components
- d. State implements Data Warehouse
- e. Development of data loading plans
- f. Provide training on metadata and BI reporting tools.

The additional deliverables were identified as a result of the State's receipt of the Longitudinal Data System grant award from the US Department of Education in December 2005 which is further defined in response to Question 15 below. All days of service are included in the maximum liability of this contract and if hours are not used during the specified phase, they will roll forward to the next phase of the project.

15) Explanation of Need for the Proposed Amendment :

The goal of the USDOE is to have a seamless data system from the school secretary's desk to the desk of the Secretary of Education. In order for this to happen in TN, it was clear when the current administration arrived in 2003, that the redundant data collections among all agencies within the Department, lack of or inadequate data quality, and lack of data governance and policies had to be addressed. The existing and emerging technologies of today would allow the Department to build an efficient and effective data collection/analysis/reporting/storage architecture and procedures to meet the goal of the USDOE, address the TNDOE issues aforementioned, and reduce the burden on the LEAs. Most importantly, this work would allow us to build a DSS that would inform practice and help teachers teach and children learn.

Because this was a national problem, the CCSSO formed a Decision Support Architecture Consortium (DSAC) and invited states to participate. After evaluating the Consortium, the Department opted to participate in this process. We were one of 27 states to take advantage of the Consortium work. Through DSAC, data architectures and engineers served as consultants and assigned to each state. Mr. Rozzelle was assigned as one of our consultants. The consultants helped states assess and analyze needs and build a Decision Support Architecture Plan (DSAP) for the state agency to achieve its goals.

Upon completion of the plan, the Commissioner and senior leadership of the Department adopted our DSAP as one of its 5 strategic plan goals for 100 percent implementation within 5 years. We are in year 3 and have completed approximately 75 percent of the implementation.

In July 2005, USDOE announced 25 million dollars in competitive Longitudinal Data System (LDS) grants to help states achieve the seamless data system vision, help states improve student achievement through the ability to use data-driven decision making, and to improve the quality of data provided for all consumers of our education data.

Through this amendment, the Department will be able to continue Mr. Rozzelle's services through the end of the LDS grant period and allow for a transition period of training for a new CIO. It is the Department's intent to fill a permanent CIO position within the next 12 months.

16) Name & Address of Contractor's Current Principal Owner(s) :
(not required if proposed contractor is a state education institution)

One Massachusetts Avenue NW
Suite 700
Washington DC 20001 - 1431

17) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

18) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

19) Documentation of State Architect Endorsement :
(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

No other effort was made to procure this service elsewhere as the DSAC was established by the Council of Chief State School Officers (CCSSO). The CIO services are in conjunction with meeting the goals and recommendations as defined in the DSAC plan, a copy of which is available upon request.

21) Justification for the Proposed Non-Competitive Amendment :

The CIO (Mr. Rick Rozzelle) has been providing directions, facilitation, and oversight for all projects and processes supporting the Department of Education's Decision Support System. Mr. Rozzelle participated as an original member of the assessment team and consultant for the Decision Support Architecture work for the Department which was completed as a part of the Decision Support Architecture Consortium of the Council of Chief State School Officers.

Mr. Rozzelle was instrumental in the writing of the grant application for the Longitudinal Data System on behalf of the Department. His institutional knowledge and familiarity with the existing and planned data systems, policies, and procedures within the Department will expedite the development and implementation of the \$3.2 million Longitudinal Data System project and insure the timely completion of the entire Decision Support Plan for the Department. The purchase of additional hours of consultation is necessary for the successful creation and implementation of the longitudinal data system as part of the implementation of the Decision Support System for the Department of Education. The Department is currently in the final stages of Phase I of the project. This additional time will provide the time necessary for Mr. Rozzelle to work with the Department to ensure the completion of Phase II and Phase III of the three phase project plan by the end of the grant period.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

Agency Head Signature

Date

5-19-06

PHIL BREDESEN
GOVERNOR

STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
6TH FLOOR, ANDREW JOHNSON TOWER
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-0375

LANA C. SEIVERS, Ed.D.
COMMISSIONER

TO: Mr. Robert Barlow, Office of Contracts Review
FROM: Lana C. Seivers, Commissioner *LCS*
DATE: May 19, 2006
RE: Late submission of Request for Non-Competitive Contract

Please consider the enclosed Request for Non Competitive Amendment to contract FA-06-16384-00/01. The proposed amendment effective date is less than sixty (60) days from the submission of this request due to the following:

- The Department has been defining the most reasonable amount of time required to complete the project that was identified through the receipt of the Longitudinal Data System award.
- The Department has been negotiating the costs for these days of service to keep the rate consistent for the life of the proposed amendment.
- The Department has been considering and researching the possibility of employing a full time CIO to provide these services.

The proposed amendment would allow for the addition of two years to the contract with an increase of \$175,933.00 which would bring the total maximum liability of the contract through June 30, 2008 to \$280,933.00.

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It is the Department's intent to employ a full time CIO within the course of the next twelve (12) months which would allow for a transition from Mr. Rozzelle to the newly hired CIO during the Data System development. The hope is to avoid training issues at the end of the federal grant period and allow for a well developed project to continue with few growing pains.

Thank you for your consideration of the Department's amendment request.

Robert Barlow - Memorandums regarding the Contract Services Subcommittee meeting - June 20, 2006

From: "Leni Chick" <leni.chick@legislature.state.tn.us>
To: <dave.goetz@state.tn.us>
Date: 6/22/2006 12:13 PM
Subject: Memorandums regarding the Contract Services Subcommittee meeting - June 20, 2006
CC: "Robert Barlow" <Robert.Barlow@state.tn.us>, "Mary Anne Queen" <Mary.Anne.Queen@state.tn.us>, <bradley.jackson@state.tn.us>, "Barbara Mason" <barbara.mason@legislature.state.tn.us>, "Catherine Haire" <catherine.haire@legislature.state.tn.us>, "Chairman Curtiss" <ccurtiss@ltdparts.com>, "Chairman Curtiss" <rep.charles.curtiss@legislature.state.tn.us>, "Chairman McLeary" <dmcleary@first-state.net>, "Senator Bryson, Vice-Chairman" <sen.jim.bryson@legislature.state.tn.us>, "Vice-Chairman McLeary" <gina.gamble@legislature.state.tn.us>

Commissioner Goetz:

Attached please find the summary memorandums for the contracts that were reviewed on Tuesday. Also attached is a letter from Jim White regarding the summary memorandums. Originals to follow by messenger mail.

Please let me know if you have any questions. Thank you.

<<501.01-34 Summary Memo.doc>> <<317.15-003 Summary Memo.doc>> <<317.15-004 Summary Memo.doc>> <<318.66-017 Summary Memo.doc>> <<318.66-022 Summary Memo.doc>> <<318.66-023 Summary Memo.doc>> <<318.66-026 Summary Memo.doc>> <<318.66-027 Summary Memo.doc>> <<318.66-028 Summary Memo.doc>> <<318.66-029 Summary Memo.doc>> <<318.66-030 Summary Memo.doc>> <<318.66-032 Summary Memo.doc>> <<318.66-033 Summary Memo.doc>> <<318.66-050 Summary Memo.doc>> <<325.10-017 Summary Memo.doc>> <<326.01-032 Summary Memo.doc>> <<327.42-069 Summary Memo.doc>> <<331.01-003 Summary Memo.doc>> <<331.04-002 Summary Memo.doc>> <<344.02-745 Summary Memo.doc>> <<359.10-146 Summary Memo.doc>> <<359.61-005 Summary Memo.doc>> <<318.65-128 Summary Memo.doc>>

Leni S. Chick
Fiscal Analyst
Fiscal Review Committee
8th Floor, Rachel Jackson Building
320 Sixth Avenue, North
Nashville, Tennessee 37243
(615) 253-2048 (phone)
(615) 253-0318 (fax)

C O N T R A C T S U M M A R Y S H E E T

8-8-05

RFS #	Contract #
331.01-003-06	FA-06-16384-01
State Agency	State Agency Division
Department of Education	Administration
Contractor Name	Contractor ID # (FEIN or SSN)
COUNCIL OF CHIEF STATE SCHOOL OFFICERS	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- V530197094-00

Service Description			
Management Information			
Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
July 01, 2005	June 30, 2006	Vendor	NA

Mark, if Statement is TRUE					
<input checked="" type="checkbox"/> Contractor is on STARS as required			<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts as required		
Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
331.01	277	083	25	NA	NA
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006	\$105,000.00	\$0.00	\$0.00	\$0.00	\$105,000.00
TOTAL:	\$105,000.00	\$0.00	\$0.00	\$0.00	\$105,000.00

OCR RELEASED
DEC 20 2005
TO ACCOUNTS

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	John Sharp - 615-532-1658
2006	\$50,000.00	\$55,000.00	State Agency Budget Officer Approval
			John Sharp December 13, 2005
			Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL:	\$50,000.00	\$55,000.00	
End Date:	6/30/2006	6/30/2006	

Contractor Ownership			
<input type="checkbox"/> African American	<input type="checkbox"/> Disabled	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> NOT minority/disadvantaged
<input type="checkbox"/> OTHER minority/disadvantaged—			
Contractor Selection Method			
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method	
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Government	<input type="checkbox"/> Other	

Procurement Process Summary

Based on the vendor's extensive work with the Decision Support Architecture Consortium (DSAC), their prior analysis and assessment of the Department's data systems infrastructure, and the expertise of their staff, it is in the best interest of the State to utilize the resource to define and establish a new CIO position for TDOE to coordinate and manage the technology projects and efforts of the organization.

DEC 21 2005

**AMENDMENT # 01
TO CONTRACT FA-06-16384-00**

This Contract, by and between the State of Tennessee, DEPARTMENT OF EDUCATION, hereinafter referred to as the State, and COUNCIL OF CHIEF STATE SCHOOL OFFICERS, hereinafter referred to as the Contractor, is hereby amended as follows:

1. In Section A - Scope of Services add the following:

- 10. Deliverable Date: 5/01/06
 - a. provide a project plan, issues log, and facilitate project team meetings for the TNDOE
- 11. Deliverable Date: 5/01/06
 - a. facilitate Data Management Committee meetings, oversee the data collection calendar, identify opportunities for consolidation of data collections/storage in the EIS, and oversee the development of data management policies for the TNDOE
- 12. Deliverable Date: 05/01/06
 - a. Oversee the requirement specifications; design specifications and test plans for applications development projects (developed by TNDOE project teams)

2. In Section C - Payment Methodology add the following:

Data Warehouse Project Direction \$ 29,512
Data Management Process \$ 13,415
Application Development Methodology \$ 12,073

3. Please delete Section C.1 in its entirety and replace it with the following section C.1.

- C.1 Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Hundred Five Thousand Dollars and No Cents (\$105,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The other terms and conditions of this CONTRACT not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

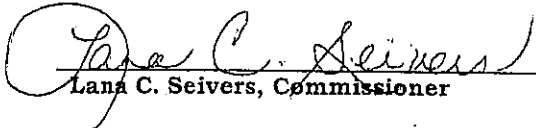
COUNCIL OF CHIEF STATE SCHOOL OFFICERS:

 CPA
Bruce Buterbaugh, Deputy Executive Director, Internal
Support & Operations

Date

12/5/05

DEPARTMENT OF EDUCATION:

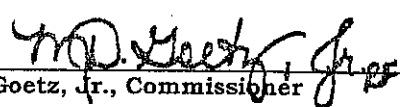

Lana C. Seivers, Commissioner

Date

12.14.05

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:


M. D. Goetz, Jr., Commissioner

Date

DEC 16 2005

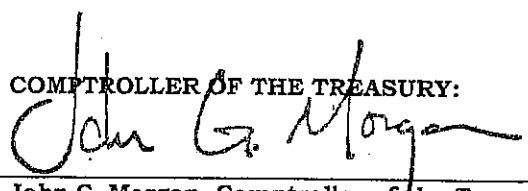
DEPARTMENT OF PERSONNEL:

N/A

Randy C. Camp, Commissioner

Date

COMPTROLLER OF THE TREASURY:


John G. Morgan, Comptroller of the Treasury

Date

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

Commissioner of Finance & Administration

Date: 10-26-05

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #	331.01-003-06	
2) State Agency Name :	Tennessee Department of Education	
EXISTING CONTRACT INFORMATION		
3) Service Caption :	Services of a Chief Information Officer (CIO) to support the State's Decision Support Architecture Consortium (DSAC)	
4) Contractor :	Council of Chief State School Officers	
5) Contract #	FA-06-16384-00	
6) Contract Start Date :	July 01, 2005	
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2006	
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$ 50,000	
PROPOSED AMENDMENT INFORMATION		
9) <u>Proposed</u> Amendment #	01	
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)	11/1/05	
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2006	
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$105,000	
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :		
<ul style="list-style-type: none"> o Direct the Data Warehouse project for the TNDOE o Oversee the newly implemented data management process for the TNDOE. 		

SEC 111 SE 6 6 AM

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OBC ... Review

- o Oversee the utilization of the application development methodology for the TNDOE.

15) Explanation of Need for the Proposed Amendment :

To complete and/or continue to provide guidance and services for implementation of a number of DSAP projects.

16) Name & Address of Contractor's Current Principal Owner(s) :
(not required if proposed contractor is a state education institution)

One Massachusetts Avenue NW
Suite 700
Washington, DC 20001-1431

17) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology)

select one: ☒ Documentation Not Applicable to this Request ☐ Documentation Attached to this Request

18) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one: ☒ Documentation Not Applicable to this Request ☐ Documentation Attached to this Request

19) Documentation of State Architect Endorsement :
(required only if the subject service involves construction or real property related services)

select one: ☒ Documentation Not Applicable to this Request ☐ Documentation Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

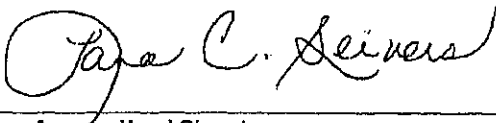
No other effort was made to procure this service elsewhere as the DSAC was established by the CCSSO. The CIO Services are in conjunction with meeting the goals and recommendations as described in the DSAC Plan.

21) Justification for the Proposed Non-Competitive Amendment :

During the process of providing CIO services, additional tasks were identified which require additional time for the creation of a longitudinal data system and implementation of the Decision Support System for the Department of Education. The CIO has been providing directions, facilitation, and oversight for all projects and processes supporting the Department of Education's Decision Support System.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



10-25-05

Agency Head Signature

Date

C O N T R A C T S U M M A R Y S H E E T

RFS Number:	331.01-003-06	Contract Number:	FA-06-16384-00
State Agency:	Department of Education	Division:	Administration

Contractor COUNCIL OF CHIEF STATE SCHOOL OFFICERS	<input checked="" type="checkbox"/> V- <input type="checkbox"/> C-	Contractor Identification Number V530197094-00
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Service Description Asst Commissioner Resource & Support
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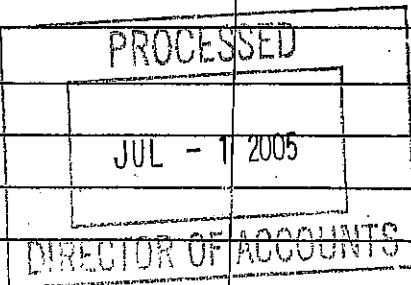
Contract Begin Date July 01, 2005	Contract End Date June 30, 2006
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Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
331.01	210	083	25	<input checked="" type="checkbox"/> on STARS	NA	NA

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (Including ALL amendments)
2006	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00
OCR RELEASED JUN 17 2005					
Total:	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00

CFDA # NA	Check the box ONLY if the answer is YES:
State Fiscal Contact	Is the Contractor a SUBRECIPIENT? (per OMB A-133) <input type="checkbox"/>
Name: John Sharp Address: 710 James Robertson Pkwy 6th Floor, Andrew Johnson Tower Nashville, TN 37243 Phone: 615-532-1658	Is the Contractor a VENDOR? (per OMB A-133) <input checked="" type="checkbox"/>
Procuring Agency Budget Officer Approval Signature	Is the Fiscal Year Funding STRICTLY LIMITED? <input checked="" type="checkbox"/>
	Is the Contractor on STARS? <input checked="" type="checkbox"/>
	Is the Contractor's FORM W-9 ATTACHED? <input type="checkbox"/>
	Is the Contractors Form W-9 Filed with Accounts? <input checked="" type="checkbox"/>

COMPLETE FOR ALL AMENDMENTS (only)	Base Contract & Prior Amendments	This Amendment ONLY	Funding Certification
END DATE →			<p>Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.</p> <p style="text-align: center;"><i>M. D. Goetz</i> J/KS</p> <p style="text-align: center;">COMPTROLLER'S OFFICE OFFICE OF MANAGEMENT SERVICES</p> <p style="text-align: center;">RECEIVED JUN 08 2005</p> <p style="text-align: center;">RECEIVED JUN 15 PM 2:55</p> <p style="text-align: center;">Office of Contracts Review</p>
Y:			
Y:			
Y:			
Y:			
Y:			
Total:	\$0.00	\$0.00	



**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
COUNCIL OF CHIEF STATE SCHOOL OFFICERS**

This Contract, by and between the State of Tennessee, DEPARTMENT OF EDUCATION, hereinafter referred to as the "State" and COUNCIL OF CHIEF STATE SCHOOL OFFICERS, hereinafter referred to as the "Contractor," is for the provision of services of a Chief Information Officer (CIO) to support the State's Decision Support Architecture Consortium (DSAC), as further defined in the "SCOPE OF SERVICES."

The Contractor is A NONPROFIT CORPORATION. The Contractor's address is:

ONE MASSACHUSETTS AVENUE NW
SUITE 700
WASHINGTON, DC 20001 1431

The Contractor's place of incorporation or organization is District of Columbia.

A. SCOPE OF SERVICES:

A.1. The Contractor shall perform Chief Information Technology (CIO) services to provide the following to the State:

1. Deliverable Date: 08/15/05
 - a. develop a high-level strategic plan for technology to include a vision, mission and key goals and objectives for the coming 3 - 5 year period;
2. Deliverable Date: 08/15/05
 - a. align the strategic plan with the organization's goals and priorities;
3. Deliverable Date: 10/15/05
 - a. direct the development, implementation, and support of an information and technology architecture and accompanying set of technology standards for the organization;
4. Deliverable Date: 08/1/05
 - a. establish a project management process for technology;
5. Deliverable Date: 12/2/05
 - a. oversee all major technology projects and provide project status reports;
6. Deliverable Date: 10/1/05
 - a. develop a scorecard for monitoring and measuring technology;
7. Deliverable Date: 09/1/05
 - a. establish an application development methodology;
8. Deliverable Date: 09/1/05
 - a. conduct an assessment of the current-state of the technology organization, services and products for the SEA;
9. Assist in the selection of a full-time CIO by providing:
Deliverable Date: 10/1/05
 - a. list of skills, experience and knowledge required of a CIO to implement the strategic plan;
 - b. set of selection guidelines, questions, and rating rubric for CIO interviews;
Deliverable Date: 12/2/05
 - c. briefing sessions with the newly hired CIO to inform him/her on the technology current-state assessment, strategic plan, and critical first steps that should be taken.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2005 and ending on June 30, 2006. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Fifty Thousand Dollars and No Cents (\$50,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

SERVICE UNIT/MILESTONE	AMOUNT
High-Level Strategic Plan for Technology	\$4,620.00/each
Assessment of the current state of the technology	\$4,620.00/each
Scorecard for monitoring and measuring technology	\$4,620.00/each
Information and technology architecture and accompanying set of technology standards	\$12,920.00/each
Project Management process for technology	\$4,620.00/each
Project status reports (one per month for 6 months)	\$5,560.00/total 6 reports
Application development methodology	\$10,160.00/each
List of skills, experience, knowledge required for a full-time CIO	\$460.00/each

Set of selection guidelines, questions, and rating rubric to select full-time CIO \$560.00/each

Briefing session with the newly hired CIO \$1,860.00/each

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least Fifteen (15) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in

excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees; and to pay all applicable taxes incident to this Contract.

- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Dr. Tim Webb
DEPARTMENT OF EDUCATION
710 James Robertson Parkway
6th Floor
Nashville, TN 37243
Telephone Number: 615-532-1650
Fax Number: 615-532-3268

The Contractor:

Rick Rozelle
COUNCIL OF CHIEF STATE SCHOOL OFFICERS
11909 Overlook Mountain Drive
Charlotte, NC 28216

Telephone Number: 202-336-7021
Fax Number: 202-789-5305

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived; documented, installed, or delivered to the State under this Contract. The State shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.
- E.4. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.5. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.6. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.7. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that::

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

- E.8. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.9. Date/Time Hold Harmless. As required by *Tennessee Code Annotated*, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.10. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

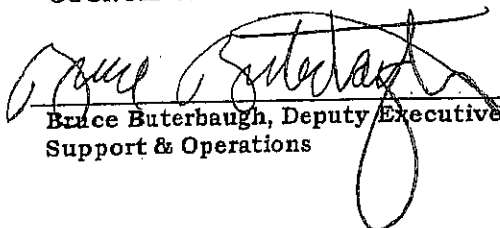
- E.11. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

E.12. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principles:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. have not within a three (3) year period preceding this Grant been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant had one or more public transactions (Federal, State, or Local) terminated for cause or default.

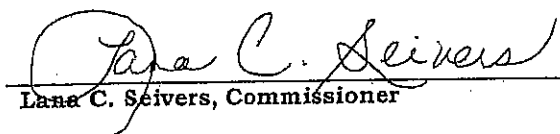
IN WITNESS WHEREOF:

COUNCIL OF CHIEF STATE SCHOOL OFFICERS:

 CPA 5/31/05

Bruce Buterbaugh, Deputy Executive Director, Internal Support & Operations Date

DEPARTMENT OF EDUCATION:

 6-8-05

Lana C. Seivers, Commissioner Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

 6/15/05

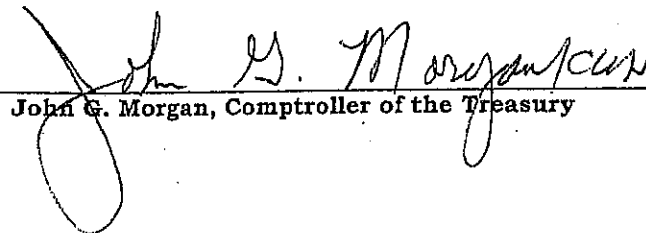
M. D. Goetz, Jr., Commissioner Date

DEPARTMENT OF PERSONNEL:

NOT APPLICABLE

Randy C. Camp, Commissioner Date

COMPTROLLER OF THE TREASURY:

 6-17-05

John G. Morgan, Comptroller of the Treasury Date

REQUEST: NON-COMPETITIVE CONTRACT

APPROVED *per OIR recommendation*MD Goetz
Commissioner of Finance & Administration

Date: 4-19-05

RFS #	331.01-002-06		
SERVICE :	CIO Services		
PROPOSED CONTRACTOR :	Council of Chief State School Officers (CCSSO)		
MAXIMUM COST (including all options to extend) :	\$50,000		
START DATE (≥ 60 days after F&A receipt of request) :	July 1, 2005		
END DATE (including all options to extend) :	June 30, 2006		
APPROVAL CRITERIA (select one) :			
<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state			
<input type="checkbox"/> only one uniquely qualified service provider able to provide the service			
ATTACHED DOCUMENTATION : (attach a written request on agency letterhead, signed and dated by the ACTUAL procuring agency head (signature by an authorized signatory will be accepted only in documented exigent circumstances); the request must reference the item numbers below and detail or attach documentation of each)			
1) description of service to be acquired; 2) explanation of the need for or requirement placed on the procuring agency to acquire the service; 3) explanation of whether the service was ever bought by the procuring agency in the past, and if so, what method was used to acquire it; 4) name and address of the proposed contractor's principal owner(s) (not required if proposed contractor is a state education institution); 5) evidence that the proposed contractor has experience in providing the service and evidence of the length of time the contractor has provided service; 6) documentation of OIR endorsement of the Non-Competitive procurement request (required <u>only</u> if the subject service involves information technology); 7) documentation of Department of Personnel endorsement of the Non-Competitive procurement request (required <u>only</u> if the subject service involves training for state employees); 8) description of procuring agency efforts to identify reasonable, competitive, procurement alternatives (rather than to use non-competitive negotiation); and 9) justification of why the state should acquire the service through Non-Competitive Negotiation rather than through a competitive process. (NOTE: Being the "only known" or "best" service provider to perform the service as desired is not deemed adequate justification.)			

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APR 19 2005 #247

Office of Contracts Review 4/19/05



PHIL BREDESEN
GOVERNOR

STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
6th FLOOR, ANDREW JOHNSON TOWER
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-0375

LANA C. SEIVERS, Ed.D.
COMMISSIONER

TO: M.D. Goetz, Jr., Commissioner
Department of Finance and Administration

FROM: Lana C. Seivers

A handwritten signature in black ink that reads "Lana C. Seivers".

DATE: April 11, 2005

SUBJECT: Request for a non-competitive contract

1. The Department of Education seeks to procure the services of a Chief Information Officer (CIO) as a part of its member services in the Council of Chief State School Officers' (CCSSO) Decision Support Architecture Consortium (DSAC).
2. The Department of Education is currently involved with the implementation of its Decision Support Architecture Enterprise Plan as a result of its membership in the CCSSO DSAC. This Plan involves numerous information system projects designed to build and/or develop the Department's data systems into a seamless, integrated management tool. While the Department has a Chief Technology Officer charged with the responsibilities associated with the technology infrastructure and information systems planning, the complexity and detail of these enterprise-wide projects require additional management and oversight.
3. No.
4. Council of Chief State School Officers (CCSSO)
One Massachusetts Avenue, NW, Suite 700
Washington, DC 20001-1431
5. As a part of the Decision Support Architecture Consortium Phase I work, CCSSO provided consultant services designed to assess the Department's data systems infrastructure. The end result of this work was the Tennessee Department of Education Decision Support Architecture Plan. During Phase II of the DSAC work, the Department of Education was trained and provided tools for use in the implementation of a formal Project Management process. The primary aim of this work was to formalize the processes for implementing the DSAC Plan. The contractor (CCSSO) will use one of the Tennessee DSAC team, Rick Rozzelle, to provide the CIO services. Mr. Rozzelle's resume is attached.
6. Attached
7. Not applicable.

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APR 14 2005

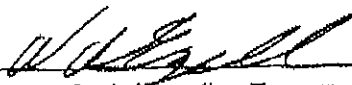
Office of Contracts Review

8. The Department of Education has tried to fill this position using internal resources. While we acknowledge the ongoing need for a CIO within the Department, using the service provided by CCSO through Mr. Rozzelle will allow us to train an existing staff member to take over the CIO duties at the end of this agreement.
9. The CIO services provided by CCSO will be accomplished using the Tennessee Decision Support Architecture Consortium consultant. This individual helped build the Tennessee DSAC Plan. He has very detailed knowledge, therefore, of the enterprise planning concept and components for the Department. Through the Decision Support Architecture Consortium, he has facilitated the training for and implementation of the Project Management Office concept for the Department. He has, therefore, continued to be involved in the development and implementation of plans for each of the projects contained within the Tennessee DSAC Plan. In addition to his working knowledge of the Tennessee projects, he has a good rapport with our employees responsible for the individual projects.



STATE OF TENNESSEE

FAX TRANSMITTAL

To:	Bill Ezell Office for Information Resources	FAX # 632-0471
	Michael Timme, Contracts Coordinator	FAX # 253-5705
DATE:	4-11-05	
RFS#	331.01-002-06	
RE:	OIR Procurement Endorsement Documentation for -- Chief Information Officer Services	
NUMBER OF FAX PAGES (INCLUDING COVER): 6		
<p>The proposed, service procurement documents referenced above are hereby forwarded to the Office for Information Resources (OIR) for review. The subject scope of services appears to include information systems services or information technology support activities.</p> <p>This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter to determine whether OIR is supportive. Please indicate OIR endorsement of the procurement described by signature below and return this communication at your earliest convenience (note the return FAX number above).</p> <p>If you have any questions or concerns about this matter, please call Michael Timme at 532-8539.</p> <p>Thank you for your help.</p> <p>Attachment</p>		
OIR ENDORSES THE SUBJECT PROCUREMENT REQUEST		
		4-18-2005
Office for Information Resources		Date